

# ASSOCIATION ASSESSMENT ATTORNEYS

A PROFESSIONAL ASSOCIATION

January 5, 2021

**Via Regular US Mail & Email**

Oaks Royal Homeowner's Association Phase III  
36312 Impala Way  
Zephyrhills, FL 33541

Re: Oaks Royal Homeowner's Association Phase III  
Recorded Originals - Certificate of Amendment and Amendments

Dear Oaks Royal Homeowner's Association Phase III:

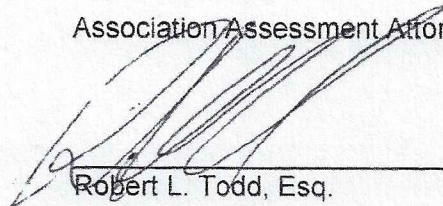
Enclosed please find the returned original documents which were recorded on December 17, 2020 and can be found at Pasco County Official Records Book 10239, Page 1484:

- Certificate of Amendment dated December 2, 2020 (2 pages)
- Amendment Article VII General Provisions (2 pages)
- Amendment Article II Property Rights (1 page)

Thank you for allowing this firm to be of assistance in this matter.

Very truly yours,

Association Assessment Attorneys, PA



Robert L. Todd, Esq.

Enclosures: as stated

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LAW OFFICES:  
111 SECOND AVE NE #539  
ST. PETERSBURG, FLORIDA, 33701  
OFFICE: 727-748-2435  
FAX: 727-362-1285  
RTODD@ASSOCIATIONAA.COM



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Prepared by and Return to:  
Robert L. Todd, Esquire  
Association Assessment Attorneys, P.A.  
111 2nd Ave. NE 539  
St. Petersburg FL 33701  
(727) 748-2435 (Telephone)  
Rtodd@AssociationAA.com (Email)

**CERTIFICATE OF AMENDMENT  
DECLARATION OF RESTRICTIONS OF  
OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.**

We hereby certify that the attached amendment to the Declaration of Oaks Royal Phase III Homeowners Association, Inc. (which was originally recorded at Pasco County Official Records Book 1305, Page 1296 et seq. of the Public Records of Pasco County, Florida) was duly adopted by an affirmative vote of seventy-five percent (75%) of the Lot Owners at a Membership Meeting held on November 2, 2020 as required by Article VII Section 3 of the Declaration. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and applicable law.

DATED this 2 day of December 2020.

Signed, sealed and delivered

in the presence of:

sign:

print:

sign:

print:

Signed, sealed and delivered  
in the presence of:

sign:

print:

sign:

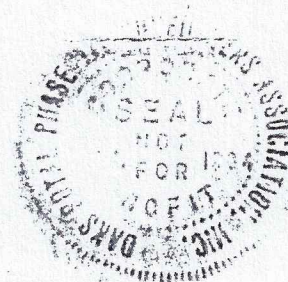
print:

Oaks Royal Phase III Homeowners  
Association, Inc.

Ann Parks  
Ann Parks, President

Jean Taylor  
Jean Taylor, Secretary

(Corporate Seal)

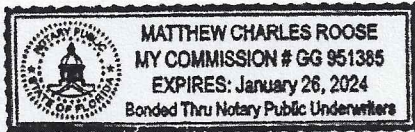




STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was sworn to and subscribed before me this 2 day of December, 2020, by Ann Parks as President of Oaks Royal Phase III Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced ME DL as identification.

My Commission expires: 1/26/24



NOTARY PUBLIC

Sign Matthew Charles Roose

Print Matthew Charles Roose  
State of Florida at Large (Seal)

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was sworn to and subscribed before me this 2 day of December, 2020, by Jean Taylor, Secretary of Oaks Royal Phase III Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced FL DL as identification.

My Commission expires: 1/26/24



NOTARY PUBLIC

Sign Matthew Charles Roose

Print Matthew Charles Roose  
State of Florida at Large (Seal)



**PROPOSED  
AMENDMENT TO  
DECLARATION OF HOMEOWNERS OF  
OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.**

*[Substantial rewording of declaration. See provision for present Text. Provisions not explicitly addressed remain unchanged by this amendment.]*

**Article VII  
GENERAL PROVISIONS**

Section 5. 55 or Older Community. Oaks Royal Phase III Homeowners Association, Inc. is designated as a 55 and older community, as indexed by the Florida Commission on Human Relations and operating under the exemption requirements of FHA 42 U.S.C Section 3607 as amended as to housing for older persons.

- (a) All lots in the community must be occupied by at least one occupant that is aged fifty-five years or older. The Association may require such documentation as reasonably necessary to verify this age requirement. In the event that the occupant is not aged fifty-five or older or is unable to be verified to be fifty-five or older, the Association may obtain injunctive relief to remove the individual from the Lot. Sole exception to this paragraph is provided for widows or widowers whose occupancy of the lot pre-dated the Lot's violation of this section. The Association shall continue to operate under 24 CFR Section 100.305, 100.306 and 100.307 as amended.
- (b) No individuals aged less than twenty-two years are able to reside in the property for a period of more than forty-two (42) days in any twelve (12) month period of time. In no circumstance may individuals aged less than twenty-two years permanently occupy a Lot in the Association.
- (c) Oaks Royal Phase III Homeowners Association, Inc. shall be responsible for the enforcement of the restrictions set forth in this Article VII Section 5 of the Declaration and shall be jointly and severally liable along with the Owner(s) of the violation Lot(s) to the County and District School Board of Pasco County (hereinafter, "School Board"), for payment(s) of any school impact fees, mobility fees, TIFs, or transportation mitigation waived or reduced if such restrictions are proven to have been violated. Such payment shall be calculated in accordance with the school impact fee, mobility fee, TIF, or the transportation mitigation rates or rules in effect at the time the violation(s) are discovered.
- (d) The foregoing restrictions are adopted for the benefit of the County and the School Board who shall have the right to enforce violation of the aforementioned restrictions by assessment of school impact fees, TIFS, mobility fees, or transportation mitigation by any means legally available to Oak Royal Phase III Homeowners Association, Inc., or by any other legal remedy,



including injunctive relief. The County and the School Board shall be entitled to recover any attorney's fees expended to enforce violations of the forgoing restrictions or to collect school impact fees, TIFs, or transportation mitigation waived or reduced in violation of the foregoing restrictions.

- (e) The restrictions set forth in this Article VII Section 5 shall survive any expiration of the governing documents and deed restrictions and shall not be removed or amended without the consent and written agreement of both the County and the School Board.



**PROPOSED  
AMENDMENT TO  
DECLARATION OF  
OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.**

*[Additions are indicated by underline; deletions by ~~strike-through~~ Provisions not explicitly addressed remain unchanged by this amendment]*

**ARTICLE II  
PROPERTY RIGHTS**

Section 15 Guests and Children

- (a) Age. No person under the age of ~~eighteen (18)~~ twenty-two (22) shall permanently reside in the park. Visiting guests under the age of ~~eighteen (18)~~ twenty-two (22) may stay overnight for a period not to exceed two (2) consecutive weeks. No visiting guest under the age of twenty-two (22) may stay for a total period of more than ~~nor~~ six (6) weeks within any (12) month period.
- (b) Supervision. All children visiting homeowners must be under the direct supervision of a resident at all times while in the park.
- (c) Responsibility. Residents are responsible for the actions of their guests.